

RECORDATION NO. 24420 - ^{BBB} FILED

JAN 17 '06

11-39 AM

SURFACE TRANSPORTATION BOARD

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January 12, 2006

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Re: JHPX Covered Hopper Cars

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Commercial Security Agreement Modification Agreement, dated as of December 29, 2005, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Commercial Security Agreement which was previously filed with the Board under Recordation Number 24420.

The names and addresses of the parties to the enclosed document are:

Secured Party: First Mid-Illinois Bank and Trust
12616 State Route 143
Highland, Illinois 62249

Debtor: Midwest Railcar Corporation
4949 Autumn Oaks Drive, Suite B.
Maryville, Illinois 62062

is: A description of the railroad equipment covered by the enclosed document

137 covered hopper cars within the series JHPX 5205 - JHPX 7853 as more particularly set forth in the equipment schedule attached to the document.

A short summary of the document to appear in the index is:

Memorandum of Commercial Security Agreement Modification Agreement.

Also enclosed is a check in the amount of \$33.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Robert W. Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/anm
Enclosures

RECORDATION NO. 24420-888 FILED

JAN 17 2006 11-39 AM

SURFACE TRANSPORTATION BOARD

**MEMORANDUM OF COMMERCIAL SECURITY AGREEMENT
MODIFICATION AGREEMENT**

dated December 29, 2005

by and between

**MIDWEST RAILCAR CORPORATION,
as Debtor**

and

**FIRST MID-ILLINOIS BANK & TRUST, NA
as Secured Party**

**MEMORANDUM OF COMMERCIAL SECURITY AGREEMENT
MODIFICATION AGREEMENT**

THIS MEMORANDUM OF COMMERCIAL SECURITY AGREEMENT MODIFICATION AGREEMENT (this "Agreement") is made this 29th day of December, 2005, by and between **MIDWEST RAILCAR CORPORATION**, an Illinois corporation ("the "Debtor"), and **FIRST MID-ILLINOIS BANK AND TRUST, NA**, a state-chartered Federal Reserve Member bank organized under the laws of the State of Illinois ("the Secured Party"), witnesseth:

RECITALS

- A. The Debtor and the Secured Party are parties to that certain Loan Agreement dated as of January 9, 2003 first amended May 30, 2003, and further amended March 5, 2004 and March 31, 2005 (collectively, the "Loan Agreement"), pursuant to which the Secured Party agreed to extend to the Debtor a line of credit described in the Loan Agreement.
- B. To secure the Debtor's Obligations (as defined in the Loan Agreement) to the Secured Party, the Debtor executed and delivered to the Secured Party a Commercial Security Agreement dated as of January 2, 2003, pursuant to which the Borrower granted to the Bank a continuing, first priority security interest in and to, and lien on, certain railcars.
- C. A Memorandum of Commercial Security Agreement (the "Memorandum of Commercial Security Agreement") was filed and recorded with the Surface Transportation Board pursuant to 49 U.S.C 11301 (a) on April 23, 2003 at 4:01 p.m. under Recordation No. 24420.
- D. The Debtor subsequently purchased One-Hundred Thirty-Seven (137) covered hoppers (collectively, the "Railcars") described on **Exhibit A** attached hereto.
- E. The Secured Party and the Debtor executed a Commercial Security Agreement Modification Agreement dated as of the date hereof pursuant to which the parties amended Schedule 1 to the Commercial Security Agreement by adding the car marks and numbers of the Railcars to the collateral listed therein.
- F. The Secured Party and the Debtor desire to amend certain provisions of the Memorandum of Commercial Security Agreement.

TERMS

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party and the Debtor hereby agree as follows:

- 1. The facts set forth above are true and accurate in each respect.
- 2. The Memorandum of Commercial Security Agreement is hereby amended as follows: **Exhibit A** attached to the Memorandum of Commercial Security Agreement is amended by adding the car marks and numbers of the Railcars.
- 3. The term "this Memorandum" as used in the Memorandum of Commercial Security Agreement shall mean the Memorandum of Commercial Security Agreement as modified herein unless the context clearly indicates or dictates a contrary meaning.

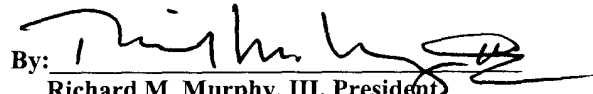
4. This Agreement may not be amended, changed, modified, altered, or terminated without in each instance the prior written consent of the Secured Party. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.
5. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one agreement.

(SIGNATURES APPEAR ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed as of the date first above written.

WITNESS:

MIDWEST RAILCAR CORPORATION

By: 
Richard M. Murphy, III, President

WITNESS:

FIRST MID-ILLINOIS BANK AND TRUST, NA

Karen I. Ward

By: 
Gordon D. Smith, Regional President

STATE OF MINNESOTA, COUNTY of SHERBURNE

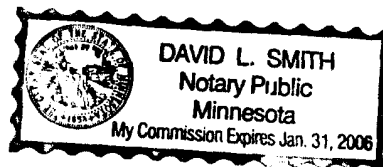
On this 29th day of December, 2005, before me, a Notary Public of the County and State aforesaid, personally appeared Richard M. Murphy, III, to me personally known, who being by me duly sworn, says that he is the President of Midwest Railcar Corporation, an Illinois corporation, that the seal affixed to the foregoing instrument is the seal of said association, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and the acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal

(Seal)


Notary Public

My commission expires:



STATE OF ILLINOIS, County of Madison

On this 29th day of December, 2005, before me, a Notary Public of the County and State aforesaid, personally appeared Gordon D. Smith, to me personally known, who being by me duly sworn, says that he is a Regional President of FIRST MID-ILLINOIS BANK AND TRUST, NA, that the seal affixed to the foregoing instrument is the seal of First Mid-Illinois Bank and Trust, NA, that said instrument was signed and sealed on behalf of First Mid-Illinois Bank and Trust, NA by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of First Mid-Illinois Bank and Trust, NA.

AS WITNESS my hand and notarial seal

(Seal)



Kristin Schmidt
Notary Public

My commission expires:

EXHIBIT "A"
DESCRIPTION OF RAILCARS

One Hundred Thirty-Seven (137) covered hoppers bearing reporting marks as follows:

JHPX 5205	JHPX 5298	JHPX 5393	JHPX 7232
JHPX 5207	JHPX 5299	JHPX 5394	JHPX 7233
JHPX 5209	JHPX 5300	JHPX 5395	JHPX 7246
JHPX 5210	JHPX 5301	JHPX 5396	JHPX 7259
JHPX 5219	JHPX 5303	JHPX 5398	JHPX 7270
JHPX 5223	JHPX 5307	JHPX 5399	JHPX 7275
JHPX 5224	JHPX 5308	JHPX 5400	JHPX 7278
JHPX 5228	JHPX 5310	JHPX 5401	JHPX 7290
JHPX 5233	JHPX 5311	JHPX 5402	JHPX 7299
JHPX 5234	JHPX 5312	JHPX 6502	JHPX 7306
JHPX 5236	JHPX 5313	JHPX 6538	JHPX 7307
JHPX 5238	JHPX 5314	JHPX 6550	JHPX 7323
JHPX 5239	JHPX 5316	JHPX 6563	JHPX 7709
JHPX 5240	JHPX 5317	JHPX 6569	JHPX 7761
JHPX 5244	JHPX 5318	JHPX 6580	JHPX 7810
JHPX 5245	JHPX 5319	JHPX 6582	JHPX 7829
JHPX 5246	JHPX 5320	JHPX 6599	JHPX 7853
JHPX 5248	JHPX 5322	JHPX 6628	
JHPX 5249	JHPX 5324	JHPX 6659	
JHPX 5250	JHPX 5326	JHPX 6660	
JHPX 5252	JHPX 5328	JHPX 6666	
JHPX 5253	JHPX 5329	JHPX 6674	
JHPX 5254	JHPX 5330	JHPX 6682	
JHPX 5255	JHPX 5331	JHPX 6695	
JHPX 5256	JHPX 5333	JHPX 6709	
JHPX 5257	JHPX 5334	JHPX 6731	
JHPX 5259	JHPX 5335	JHPX 6744	
JHPX 5260	JHPX 5337	JHPX 6749	
JHPX 5265	JHPX 5341	JHPX 6807	
JHPX 5266	JHPX 5370	JHPX 6831	
JHPX 5267	JHPX 5371	JHPX 6873	
JHPX 5274	JHPX 5372	JHPX 6874	
JHPX 5275	JHPX 5374	JHPX 6892	
JHPX 5278	JHPX 5378	JHPX 6929	
JHPX 5280	JHPX 5379	JHPX 6976	
JHPX 5281	JHPX 5380	JHPX 6983	
JHPX 5282	JHPX 5381	JHPX 7200	
JHPX 5292	JHPX 5385	JHPX 7211	
JHPX 5293	JHPX 5388	JHPX 7213	
JHPX 5295	JHPX 5391	JHPX 7227	

